# Case 18-14207-mdc Doc 64 Filed 12/03/20 Entered 12/04/20 00:52:40 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 18-14207-mdc

Keiya Peel Chapter 13

Debtor(s)

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Adminstra Page 1 of 2
Date Rcvd: Dec 01, 2020 Form ID: pdf900 Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 03, 2020:

Recipi ID Recipient Name and Address

db + Keiya Peel, 1916 Plymouth Street, Philadelphia, PA 19138-2705

cr ECMC, P.O. BOX 16408, ST. PAUL, MN 55116-0408

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID

Notice Type: Email Address

CT

Email/Text: bnc@atlasacq.com

Dec 02 2020 05:28:00

Atlas Acquisitions LLC, 492C Cedar Lane, Ste 442, Teaneck, NJ 07666

CT

+ Email/PDF: acg.acg.ebn@americaninfosource.com

Dec 02 2020 05:12:39

Dec 02 2020 05:12:39

Capital One Auto Finance, a division of Capital On, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901

TOTAL: 2

### BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID Bypass Reason Name and Address

cr NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

cr Wells Fargo Bank, National Association, not in its, 10700 Abbott's Bridge Road, Suite 170

 $TOTAL: 2\ Undeliverable, 0\ Duplicate, 0\ Out\ of\ date\ forwarding\ address$ 

### NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 03, 2020 Signature: /s/Joseph Speetjens

# CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 1, 2020 at the address(es) listed below:

Name Email Address

Case 18-14207-mdc Doc 64 Filed 12/03/20 Entered 12/04/20 00:52:40 Desc Imaged Certificate of Notice Page 2 of 5

District/off: 0313-2 User: Adminstra Page 2 of 2
Date Rcvd: Dec 01, 2020 Form ID: pdf900 Total Noticed: 4

DAVID M. OFFEN

on behalf of Debtor Keiya Peel dmo160west@gmail.com davidoffenecf@gmail.com;offendr83598@notify.bestcase.com

JASON BRETT SCHWARTZ

on behalf of Creditor Capital One Auto Finance jschwartz@mesterschwartz.com

JOSHUA I. GOLDMAN

on behalf of Creditor NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for Wells Fargo Bank National Association,

not in its individual or banking capacity, but solely as Trustee on behalf of the Lake Country Mo

Josh. Goldman@padgettlawgroup.com, kevin. shatley@padgettlawgroup.com; angelica.reyes@padgettlawgroup.com angelica.reyes.reyes.reyes.reyes.reyes.reyes.reyes.reyes.reyes.reyes.reyes.reyes.re

REBECCA ANN SOLARZ

on behalf of Creditor DITECH FINANCIAL LLC bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 6

# IN THE UNITED STATES BANKRUPCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:	,
KEIYA PEEL AKA KEIYA M. CRUMBLE DEBTOR	) CHAPTER 13
NEWREZ D/B/A SHELLPOINT MORTGAGE SERVICING AS SERVICER FOR WELLS FARGO BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL OR BANKING CAPACITY, BUT SOLELY AS TRUSTEE ON BEHALF OF THE LAKE COUNTRY MORTGAGE LOAN TRUST	) NO. 18-14207-MDC ) 11 U.S.C. Section 362
2006-HE1 MOVANT	) )
vs.	)
KEIYA PEEL AKA KEIYA M. CRUMBLE DEBTOR	
WILLIAM C. MILLER, ESQ. TRUSTEE	_

## **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

- Movant is NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Lake Country Mortgage Loan Trust 2006-HE1.
- Debtor, Keiya Peel aka Keiya M. Crumble (hereinafter "Debtor") is the owner of the premises located at 1916 Plymouth Street, Philadelphia, PA 19138 (hereinafter the "Property").
- 3. On May 14, 2020, Movant filed a Motion for Relief and Debtor filed a Response on May 15, 2020.

4. Debtor is post-petition delinquent for the February 2019 payment. The post-petition arrearage on the mortgage held by Movant on the Property is \$11,270.23, which breaks down as follows:

Post-Petition Payments: \$11,270.23 (February 2019 through August 2019 @ \$446.71; September 2019 through August 2020 @ \$554.22; and September 2020 through November 2020 @ \$497.54)

Fees & Costs Relating to Motion: \$1,231.00 (\$1,050.00 fees and \$181.00 costs)

Total Post-Petition Arrears with fees and costs: \$12,501.23

- 5. Debtor shall cure said arrearages in the following manner:
  - a. Within ten (10) days of the filing of this Stipulation Debtor shall make a payment of \$9,000.00 reducing the post-petition arrears to \$3,501.23.
  - b. Within ten (10) days of the filing of this Stipulation Debtor shall file an Amended Chapter 13 Plan to include the remaining post-petition arrears of \$3,501.23.
  - c. Movant shall file an Amended or Supplemental Proof of Claim to include the remaining post-petition arrears of \$3,501.23 along with the pre-petition arrears.
  - d. The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 6. Beginning with the payment due December 1, 2020 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$497.54 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 7. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks, etc.), Movant shall adjust the account accordingly.
- 8. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy

- 9. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 10. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 11. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 12. The parties agree that a facsimile signature shall be considered an original signature.

Date: 11/25/20 By: /s/ Joshua I. Goldman

Rule 4001(a)(3).

Joshua I. Goldman, Esquire Attorney for Movant

Date: 11/25/20 By: /s/ David Offen (w/ permission)

> David Offen, Esquire Attorney for Debtor

Date: November 25, 2020 /s/ LeeAne O. Huggins By:

William C. Miller, Esquire

Chapter 13 Trustee

No Objection - Without

Prejudice to Any Trustee Rights or

Remedies

Approved by the Court this 30th day of November , 2020. However, the court retains discretion regarding entry of any further order.

> Magdelin D. Colem Magdeline D. Coleman

Chief U.S. Bankruptcy Judge